

Contract no- 1317

COLLECTIVE BARGAINING AGREEMENT
NEW JERSEY SPORTS AND EXPOSITION AUTHORITY
AND
LOCAL 38 - BRICKLAYERS AND ALLIED CRAFTSMEN
DECEMBER 1, 1988 THRU NOVEMBER 30, 1991

INDEX

		PAGE(S)	#1
INTRODUCTION			
UNION RECOGNITION	ART #1	"	#2-3
CHECK-OFF	ART #2	"	#4
HOURS OF WORK & OVERTIME	ART #3	"	#5-6
VACATIONS	ART #4	"	#7-8
HOLIDAYS & SICK DAYS	ART #5	"	#9-10
FORCE REDUCTION	ART #6	"	#11
SENIORITY	ART #7	"	#12-13
TRANSFERS	ART #8	"	#14
SAFETY & HEALTH	ART #9	"	#15-16
VISITATION	ART #10	"	#17
WAGES	ART #11	"	#18
PRODUCTION EFFICIENCY	ART #12	"	#19
DISCIPLINE & DISCHARGE	ART #13	"	#20
SHOP STEWARD & FOREMAN	ART #14	"	#21
GRIEVANCE PROCEDURE	ART #15	"	#22-23-24
MILITARY SERVICE	ART #16	"	#25
BENEFIT PLANS	ART #17	"	#26
MISCELLANEOUS WORKING CONDITIONS	ART #18	"	#27-28
CERTIFICATES OF IDENTIFICATION	ART #19	"	#29
LEAVE OF ABSENCE	ART #20	"	#30
RIGHTS OF PARTIES	ART #21	"	#31-32
NO STRIKE-NO LOCKOUT AGREEMENT	ART #22	"	#33
NON-DISCRIMINATION	ART #23	"	#34
MANAGEMENT RIGHTS	ART #24	"	#35
RULES AND REGULATIONS	ART #25	"	#36
VALIDITY OF CONTRACT	ART #26	"	#37
SUCCESSOR CLAUSE	ART #27	"	#38
JURISDICTIONAL QUESTIONS	ART #28	"	#39
REDUCTION OF RACING PROGRAMS	ART #29	"	#40
DURATION OF AGREEMENT	ART #30	"	#41

THIS AGREEMENT, made this *18th* day of *August 1989* by and between NEW JERSEY SPORTS AND EXPOSITION AUTHORITY, a body politic and corporate of the State of New Jersey, with headquarters at East Rutherford, New Jersey, party of the first part, hereinafter designated as the "EMPLOYER", and Local 38, Bricklayers and Allied Craftsmen, I.U. hereinafter referred to as the "Union", party of the second part.

WHEREAS, the Employer and the Union recognize that it will be to the benefit of both to promote mutual understanding and to foster a harmonious relationship between the parties to the end that continuous and efficient service will be rendered to and by the parties hereto.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter entered into for other good and valuable considerations, the parties hereto agree to the following:

ARTICLE 1.

UNION RECOGNITION

1. The Employer hereby recognizes and acknowledges that the Union is the exclusive representative for all bricklayers/masons employed by the Employer at all existing and future installations which are or may be operated by the Employer in Bergen or Hudson Counties, but excluding professional employees and managerial executives for the purpose of collective negotiations.

2. Pursuant to Chapter 303, Public Laws 1968, as amended, the Employer hereby agrees that every employee shall have the right to organize, join and support the Union and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a body exercising governmental powers under the Laws of the State of New Jersey, the Employer undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968, as amended or other laws of New Jersey of the Constitution of New Jersey and of the United States.

3. The Employer further agrees that it shall not discriminate against any employee with respect to hours, wages or any term or condition of employment by reasons of his membership in the Union and its affiliates, his participation in any activities of the Union and its affiliates, collective negotiations with the Employer or his

institution, or any grievance complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment as prescribed by the Statutes of the State of New Jersey.

4. The Employer agrees that it will not enter into any agreement or memorandum with anyone but the recognized Union with regard to the categories of employees covered by this Agreement.

5. The provisions of this Agreement shall be subject to and subordinate to and shall not annul or modify existing applicable provisions of State or Federal Laws.

ARTICLE 2.

CHECK-OFF

The Employer hereby agrees to deduct from the wages of employees by means of a check-off, those dues and assessments required by the Union pursuant to the provisions of N.J.S.A. 52:14-15.9e. The Employer, after receipt of written authorization from each individual employee, agrees to deduct from the salaries of said employees all sums as may be deducted by law. Such deductions shall be made from the first salary paid to each employee during the month.

In making the deductions and transmittals as above specified, the Employer shall rely upon the most recent communication from the Union as to the amount due on account of such deductions. The total amount deducted shall be paid to the Local Union within fifteen (15) days after such deduction is made.

The Employer agrees to forward the full name and address of all new employees in the bargaining unit to the Union, within thirty (30) days of the date of employment. The Employer further agrees to notify the Union when unit employees are discharged, granted leaves of absence, absent due to illness or injury, or vacation or leave the employ of the Employer for any reason whatsoever, when submitting the dues deduction list to the Union office each month.

ARTICLE 3.

HOURS OF WORK AND OVERTIME

Section 1. The work week shall be Monday through Sunday both inclusive and shall be comprised of eight (8) hour days.

Section 2. All hours worked in excess of eight (8) hours per day and forty (40) hours in a work week shall be considered overtime and be paid for at the rate of one and one-half ($1\frac{1}{2}$) times the employee's regular hourly rate. There shall be no pyramiding of overtime.

Section 3. The work week shall extend from Monday thru Sunday, inclusive of both days. The work schedule shall be arranged to provide employees with two (2) consecutive days off, one or both of which may be paid holidays within eight (8) consecutive calendar days. However, when the Employer in its discretion determines that there is a need for an employee to work on either or both of his scheduled days off, the employee shall be required to work the days required by the Employer provided that reasonable notice is given to the affected employee and provided further that if the employee meets the requirements set forth in Section 2 above and is paid at the premium rate. No employee shall be required to work more than eight (8) consecutive work days during a fourteen (14) day work period.

Section 4. Employees scheduled on eight and one-half ($8\frac{1}{2}$) hour shifts shall be entitled to not less than one-half ($\frac{1}{2}$) hour non-paid lunch time in accordance with posted schedules at such reasonable times as may be determined by the Employer.

Section 5. The Employer agrees that if an employee reports for work or is permitted to come to work, and is fit to work, without having been previously notified that there will be no work, the employee shall receive eight (8) hours' pay or eight (8) hours' work at his regular hourly rate unless the lack of work is due to an Act of God, in which case the employee, who has reported to work but has not begun work, shall receive two (2) hours straight time wages.

Section 6. Overtime shall be equally distributed among all employees by rotation according to seniority within a classification.

Section 7. Working foreman and sub-foreman may work overtime at the discretion of the Employer.

Section 8. Starting times shall be established or changed upon reasonable notice to the employee, timely notice to the Union and at the sole discretion of the Employer.

ARTICLE 4.

VACATIONS

Section 1. Vacation will be granted to all regular employees who have been in the service of the Employer in accordance with the following schedule:

- (a) Employees employed one (1) full year shall receive eighty (80) hours paid vacation.
- (b) Employees employed more than five (5) full years shall receive one hundred twenty (120) hours paid vacation.
- (c) Employees employed more than ten (10) full years shall receive one hundred and sixty (160) hours paid vacation.
- (d) Employees, in order to qualify for vacation pay, must have worked at least one thousand and forty (1,040) working hours between anniversary dates of hire.
- (e) For purposes of this entire Agreement, a regular employee is defined as an employee who has not been employed for a specific period of time or work assignment.

Section 2. The final right in determination of the vacation period of any employee is exclusively reserved to the Employer in order to insure continuous and maximum production. However, vacation will, so far as is possible and determined by the Employer, be granted at the time most desired by the employee. Vacations must be taken in five (5) consecutive day periods, Monday thru Friday and employees are not to be scheduled for weekend work during a week they are on vacation, unless approved by his salaried supervisor. Vacations cannot

be accrued from one year to the next. Vacation pay shall be paid prior to the employee's vacation period.

Section 3. Vacations will be computed on the employee's anniversary date of hire.

Section 4. After completing (1) year of employment, the Employer agrees that in the event an employee is laid off because of a lack of work before the vacation period, he shall be compensated for any accrued vacation time that may be due him in accordance with the above schedule, based on one twelfth (1/12) for each month worked or part of each month worked. In the event that a laid-off employee is called back to work before the vacation period starts, at the time of vacation period, he will be granted the difference between his accrued vacation pay and whatever he had been paid at the time of the layoff.

ARTICLE 5.

HOLIDAYS AND SICK DAYS

Section 1. The Employer agrees to allow to all regular employees in the bargaining unit thirteen holidays with pay for eight (8) hours at the employee's regular hourly rate, although no work is performed on such days, provided the employees work their regularly scheduled work day preceding and their regular scheduled work day following the holiday, unless they are absent because of an excused absence. An employee on leave of absence without pay shall not be entitled to holiday pay. The thirteen official holidays for a given year shall be determined by the Authority in each December of the preceding year.

Section 2. All employees who work on any of the above official holidays will be compensated for such work at two (2) times their normal straight time rate of pay which shall include the holiday pay. Paid holidays shall be considered as days worked for overtime entitlement purposes only.

Section 3. Employees who work their regular scheduled work day preceding and their regular scheduled day following a holiday, or report for their regular scheduled work day preceding and their regular scheduled work day following the holiday, but due to weather or conditions beyond the control of the Employer are not able to work, or are not put to work when they are fit to work, shall be paid straight time for the holiday.

Section 4. If an employee is on vacation on a holiday, the holiday will be taken at a later date at straight time pay.

Section 5. Employees given reasonable notice to work on a holiday, who do not report for work, will not be entitled to receive payment for said holiday, unless their absence is due to an excused absence.

Section 6. The Employer agrees to allow to all regular employees in the bargaining unit three (3) sick days with pay for eight (8) hours at the employee's regular hourly rate during each contract year. All sick days shall be considered as a day worked for overtime entitlement purposes only. These sick days shall be taken or paid in November of each year. They shall not be cumulative and must be taken on a regular scheduled work day.

ARTICLE 6.

FORCE REDUCTION

Section 1. The Employer agrees that he will not engage any new employee in the bargaining unit unless all of the employees regularly employed on a full-time basis by the Employer are working at least forty (40) hours per week. This provision shall apply only if said employees are capable of performing the work assigned by the Employer.

Section 2. In case of a layoff, the shop steward and the employee shall be notified twenty-four (24) hours in advance.

ARTICLE 7.

SENIORITY

Section 1. The first ninety (90) days of employment for all new employees, except those employees who have been hired for a specified period of time, will be considered a probationary period and, if an employee proves unsatisfactory, he may be terminated at the discretion of the Employer during such period without appeal by the Union.

Section 2. All employees of the Employer, except those who have been hired for a specified period of time shall, at the end of the probationary period, be considered regular employees and their names shall be compiled on lists to be known as the "Regular Bricklayers/Masons Seniority List" (Racetrack Unit) and "Regular Bricklayers/Masons Seniority List" (Arena/Stadium Unit). Such lists shall be conspicuously displayed by the Employer for the information of the employees with additions and deletions from month to month as required.

Section 3. In determining which employees shall be laid off and which rehired, due regard shall be had for the experience, skill and ability of the employees under consideration for layoff or rehire. When the factors of experience, skill and ability shall be equal or comparable between or among employees, seniority shall prevail. When seniority prevails, the employee with the least time of employment with the Employer within the Racetrack Unit or the Arena/Stadium Unit whichever is applicable, shall be laid off first and rehired last.

Section 4. Seniority shall cease for any of the following reasons:

- a. When an employee quits or resigns his position.
- b. When an employee is discharged for just cause.
- c. When an employee is laid off and fails to return to work within five (5) days after receiving notice of recall by registered mail or telegram addressed to the last known address of the employee.
- d. When an employee is laid off for a period exceeding six (6) months.

Section 5. Employees hired after April 18, 1986, shall not have any seniority rights under this Agreement.

ARTICLE 8.

TRANSFERS

Section 1. In the event an unforeseen emergency occurs, the Employer shall have the right to temporarily transfer employees to a non-traditional work assignment. Employees may not refuse to assist or work on such temporary emergency-related assignments if the business of the Employer so requires. Such transfers shall be temporary and only for the purpose of correcting an existing emergency which requires timely correction. Upon correction of the emergency condition, the employee shall be reassigned to normal work duties.

ARTICLE 9.
SAFETY AND HEALTH

Section 1. The Employer will maintain conditions on the job in accordance with the health and safety provisions of both the Department of Health and the Department of Labor of the State of New Jersey.

Section 2. Suitable facilities shall be provided by the Employer for the changing and hanging of the employees' clothing. The Employer further agrees to provide adequate washstands, toilets, heat, light and ventilation facilities in these areas.

Section 3. Equipment to protect the health and safety of employees shall, as far as is practical and reasonable, be at all times furnished by the Employer, including a "First Aid Cabinet" at a convenient location on the job.

Section 4. It is understood that some employees shall be required to wear a designated uniform during working hours. The Employer shall supply the said required uniform and the employee will be responsible for the safe-keeping of the uniform, reasonable wear and tear excepted. In the event any uniforms are lost or stolen the employees will be responsible to replace the said uniforms.

Individual employees, particularly those employees not in view of the public shall have the option to wear street clothing, jackets and other normal attire provided their official identification card issued by the New Jersey State Racing Commission is conspicuously displayed.

Section 5. The Employer shall provide a safe place to store the employee's tools and clothing while the employee is not working. The Employer shall be liable for the loss of employee tools and clothing through fire or theft occurring while the employee is not working. It is understood that all power tools shall be furnished by the Employer and the employee shall exercise reasonable care of same.

ARTICLE 10.

VISITATION

Section 1. Union representatives shall be allowed to visit the Employer's premises during working hours to confer with the representatives of the Employer and employees represented by the Union provided such visit does not unreasonably interfere with normal operations of the Employer.

Section 2. The Employer agrees to make available to the representatives of the Union, for good cause shown and at a reasonable time, the time cards, payroll sheets showing an employee's total earnings up to the date of said visitation by the Union representative or pay checks of any employee governed by this Agreement. The Employer agrees to furnish to his employees each week at the time of the payment of the wages earned; a payroll envelope setting forth the name of the employee; dues deducted; the number of hours worked on straight time; the rate per hour; the total of same; the number of hours worked overtime; the rate per hour and the total of same; and the entire amount of the wages earned, all of which shall be enclosed in the payroll envelope.

ARTICLE 11.

WAGES

All employees covered by the terms of this Agreement shall receive the rate of wages set forth in the following Wage Schedule:

<u>Classification</u>	<u>Hourly Rate (12/1/88)</u>	<u>Hourly Rate (12/1/89)</u>	<u>Hourly Rate (12/1/90)</u>
Mason Foreman	\$16.82	\$17.68	\$18.55
Asst. Mason Foreman	\$16.35	\$17.19	\$18.04
Journeyman Mason	\$15.57	\$16.37	\$17.18

The above Foreman rate reflects a rate that is eight percent (8%) higher than the above Journeyman rate.

The above Sub-Foreman rate reflects a rate that is five percent (5%) higher than the above Journeyman rate.

ARTICLE 12.

PRODUCTION EFFICIENCY

The employees covered by the terms of this Agreement agree that they will perform their duties for the Employer loyally, efficiently and continuously under the terms of this Agreement. The Union and the employees covered by the terms of this Agreement will use their best efforts to protect the interest of the Employer, to conserve its property, and to give service of the highest productive quality.

ARTICLE 13.

DISCIPLINE AND DISCHARGE

Section 1. No regular employee shall be disciplined or discharged except for just cause. The Union shall have the right to challenge the discipline or discharge and, if it chooses to do so, may grieve the matter as set forth elsewhere in this Agreement.

Section 2. Any disciplinary document in an employee's file older than two (2) years shall not be used as an occurrence to trigger the progressive disciplinary procedure set forth in the departmental work rules and standards.

Section 3. If an employee is discharged, he shall be paid within seventy-two (72) hours, and, if compelled to wait for his wages, shall be paid at regular time for such waiting time. If an employee quits of his own accord, the Employer may require him to wait until the next payday for his wages.

ARTICLE 14.

SHOP STEWARD & FOREMAN

Section 1. The Union may appoint one of the accredited members to act as shop steward. It shall be his duty to receive complaints and dispose of them in the manner provided under the Grievance Procedure. The shop steward shall be appointed by the Business Manager and removed by him for cause. It is the intention of the parties hereto that the shop steward will, to the best of his ability, comply with the terms, provisions and intention of this Agreement and, to that end, will cooperate with the Employer to the fullest extent. It is understood and agreed, however, that the shop steward shall have no authority of any kind except that provided for under this Agreement. It is also agreed that in the event of a lay-off, the shop steward will be the last man laid-off, regardless of seniority ranking, and shall be subject to all other provisions of this Agreement.

Section 2. Neither the Shop Steward, Foreman, or Sub-Foreman shall be discriminated against because of the performance of their duties.

Section 3. It is further agreed that the Shop Steward shall be a working member of the work force and shall not necessarily be entitled to work whenever one or more of the members of his bargaining unit are assigned to work.

Section 4. Foreman and Sub-Foreman shall be appointed and/or removed to journeyman status at the sole discretion of the Employer.

ARTICLE 15.

GRIEVANCE PROCEDURE

For the purposes of providing expeditious and mutually satisfactory resolutions of problems arising under this Agreement, the parties adopt the following procedures which shall be kept as informal as may be appropriate. A grievance may be raised by an employee, group of employees or by the Union on behalf of an employee(s).

This grievance procedure shall cover issues of application or interpretation of this Agreement, and, meant to provide means by which employees covered by this Agreement may appeal the interpretation, application or violation of policies, agreements, and administrative decisions affecting them, providing, however, that only grievances pertaining to the application or interpretations or violations of the expressed terms of this Agreement shall be arbitrable under provisions of Step 4 of this Article.

Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration. The Union's decision to move the grievance to any step or to terminate the grievance at any step shall be final as to the interests of the grievant and the Union.

The following constitutes the procedure for settlement of a grievance and shall be followed in its entirety unless waived by the parties.

A. STEP ONE

An employee with a grievance shall, in writing, within five (5) calendar days of the occurrence of the event being grieved

present the same to his immediate supervisor. After full disclosure of the facts surrounding the event being grieved, the immediate supervisor must make every reasonable effort to reach a satisfactory settlement with the grievant. The immediate supervisor shall render a decision within three (3) calendar days of his receipt of the grievance.

B. STEP TWO

In the event the grievance is not resolved at Step One, the employee shall reduce the grievance and decisions respectively to writing and file same with the grievant's department head within ten (10) calendar days. The Department Head shall thereupon render his decision, in writing, within five (5) calendar days of his receipt of the matter and all respects related thereto.

C. STEP THREE

In the event the grievance is not resolved at Step Two, the matter and all reports shall be submitted to the Director of Labor Relations of the Employer within ten (10) calendar days. The Director of Labor Relations of the Employer shall respond within seven (7) calendar days. In the absence of the Director, the grievance shall be presented to the person in charge of the Labor Relations Office for determination.

D. STEP FOUR

1. If the grievance is not settled through the preceding steps either party may refer the matter to the New Jersey

State Board of Mediation within fourteen (14) calendar days after the receipt of determination of the Step Three proceeding. The arbitrator shall be selected in accordance with the rules of the said Association and the expense of the arbitrator shall be borne equally by the parties hereto, provided, however, that each party shall bear the expense of producing witnesses; testimony or evidence for his presentation.

2. The arbitrator or arbitrators shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him and relevant to the grievance. He or they shall have no authority to modify or alter in any way the provisions of this Agreement or any amendment or supplement hereto. The decision of the arbitrator shall be final and binding.
3. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance procedure. A failure to respond at any step within the provided time limits shall be deemed a denial.

ARTICLE 16.

MILITARY SERVICE

Section 1. Any employee entering military service in any branch of the United States Government must be rehired by the Employer and shall resume seniority when honorably discharged from such service. He shall be paid his vacation pay for the contract year provided the employee returns to his former job within sixty (60) days after discharge.

ARTICLE 17.

BENEFIT PLANS

Section 1. Effective December 1, 1987 , the Employer shall contribute to the Bergen County Masons \$6.74 per hour for each hour worked for each employee covered by the Agreement.

Section 2. The contribution referred to in Section 1 above shall be allocated as follows:

<u>Fund</u>	<u>RATE PER HOUR</u>
Welfare	\$1.60
Pension	\$1.40
Annuity/I.P.F.	\$3.74

Section 3. The Employer agrees to pay all contributions which are due under this Agreement on a monthly basis.

Section 4. The Employer shall not be obligated for contributions to any fringe benefit fund for any time paid to an employee but not actually worked by the employee.

ARTICLE 18.

MISCELLANEOUS WORKING CONDITIONS

Section 1. The Employer shall protect the employees with Worker's Compensation Insurance, Unemployment Insurance, Temporary Disability Benefits and Social Security contributions as required by Federal and State Law.

Section 2. The Employer agrees that, if an employee is injured on the job, he will be transported to and from the doctor or hospital by the Employer on the day of accident only and, if the doctor recommends that the employee is unable to complete the day, he shall be paid for the normal work day.

Section 3. The Employer shall provide a location for the employees to park their car at no charge.

Section 4. Effective upon the execution date of this Agreement, the Employer agrees that all regular employees who complete their probationary period, and who suffer the loss by death of father, mother, mother-in-law, father-in-law, spouse, children, brother or sister, shall be granted up to three (3) days off with pay, provided said days are scheduled work days and provided the employee attends the funeral of the deceased. Regular employees shall be granted one (1) day off with pay to attend the funeral services of a brother, sister, son or daughter-in-law.

Section 5. All regular employees, after passing their probationary period, who are called to State or Federal jury duty for any day during their regularly scheduled work week, shall receive the difference between the jury fee and their regularly hourly rate for eight (8) hours. This payment shall be limited to ten (10) working days in any one contract year.

Section 6. If a holiday shall fall on a regular pay day during the work week, then the employees shall receive their pay on the day before the holiday.

Section 7. The Employer shall allow the Union to provide a bulletin board to be placed on Employer's premises by the Union for posting of all notices pertaining to union matters.

Section 8. All consultations regarding grievances shall take place on the Employer's time provided they are held on the Employer's premises, unless mutually agreed otherwise. The Union committee for this purpose shall not exceed three (3) members.

Section 9. Whenever new jobs are created either on a permanent or temporary basis, the Employer shall first seek the assistance of the Union to provide such manpower as the Employer requires before other employees are hired.

ARTICLE 19.

CERTIFICATES OF IDENTIFICATION

In the event an employee is issued a Certificate of Identification or license and loses same, the employee will bear the cost of a replacement.

In the event of termination of employment for any reason, the employee will not receive payment for final services rendered until all Identification Certificates or Licenses issued by the New Jersey State Racing Commission or the Employer have been returned to the Employer by the employee.

The Employer is to pay the cost of any annual Certificate of Identification or license which may be required for an employee in accordance with racing regulations established by the New Jersey State Racing Commission.

ARTICLE 20.
LEAVE OF ABSENCE

Section 1. All applications for leave of absence will be submitted, in writing, to the Employer and the Union. Employees may be entitled to leave of absence without pay for a period not exceeding six (6) months for urgent personal affairs and for up to nine (9) months for health and medical reasons verified by a doctor's certificate. Employees on an approved leave of absence shall continue to accumulate seniority for a period not to exceed nine (9) months. Any employee absent on such leave who engages in other employment, or who fails to report to work on the expiration of his or her leaves, shall be considered as having quit. The parties may agree to grant an employee on leave, as aforesaid, a further extension of time by mutual consent between the Employer and the Union and if appropriate, with a medical certificate attesting to the need for an extension.

Section 2. The Employer shall not unreasonably deny an employee's application for a leave of absence pursuant to this Article.

Section 3. Employees must provide the Employer with a minimum of seven (7) days notice of the employees anticipated return to work.

ARTICLE 21.

RIGHTS OF PARTIES

Section 1. The parties agree that all benefits, terms and conditions relating to present employees, which benefits, terms and conditions of employment are not specifically set forth in this Agreement, shall be maintained at not less than the highest standards in effect at the time of the commencement of the collective bargaining negotiations between the parties leading to the execution of this Agreement.

Section 2. Unless a contrary intent is expressed in this Agreement all existing benefits, rights, duties, obligations and conditions of employment applicable to any employee pursuant to any written rule, regulation, restriction, directive, memorandum, statute, or otherwise, shall not be limited, restricted, impaired, removed or abolished.

Section 3. Each party hereby retains and reserves unto itself without limitations all powers, duties and responsibilities conferred upon and vested in them arising out of the Laws and Constitution of the State of New Jersey and of the United States.

Section 4. In accordance with N.J.S.A. 34:13A-5.3 et seq., proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Union before they are established.

Section 5. In the event the Employer enters into an Agreement with any other collective bargaining representative dealing with

maintenance employees of the New Jersey Sports and Exposition Authority, which Agreement contains any terms and conditions of employment relating to the rate and standard for premium payments for work performed such as holiday pay, sick leave, jury duty, death in family or any other economical benefits, which are an improvement over those contained in this Agreement, then, and in that event, the Employer shall immediately notify the Union of the Agreement with such other bargaining representative, and shall immediately forward to the Union a copy of the specific terms and conditions as herein set forth. Further, the Employer agrees to reopen the Agreement forthwith; so as to permit the Union the right to collectively bargain to obtain such improvement in the items set forth above as may be contained in any other Agreement.

ARTICLE 22.

NO STRIKE-NO LOCKOUT AGREEMENT

Section 1. During the term of this Agreement or immediate extension thereof, the parties agree that neither the Union, nor any of its agents, nor any employees represented by it, will engage in or support any strike, work stoppage, slow down, or any job action and there shall be no lockout by the Employer.

ARTICLE 23.

NON-DISCRIMINATION

The provisions of this Agreement shall be applied equally to all employees. The Employer and the Union agree there shall not be any discrimination as to age, sex, martial status, race, color, creed, national origin, political affiliation, or union membership.

The Union also recognizes its responsibility as exclusive collective negotiations agent and agrees to represent all employees in the unit without discrimination.

ARTICLE 24.

MANAGEMENT RIGHTS

Section 1. Subject to law and except as specifically provided by this Agreement, the Authority hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limitation the generality of the foregoing, the following rights:

- (a) To the executive, management and administrative control of the Authority and its properties and facilities, and the activities of its employees.
- (b) To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment, or assignment, and to promote and transfer employees. It is understood that the Union shall have the right to refer qualified job applicants to the Employer.
- (c) To suspend, demote and discharge or take other disciplinary action for just cause as set forth herein and providing same is not contrary to the provisions of this Agreement.
- (d) To enforce reasonable rules and regulations governing the conduct and activities of employees in accordance with the terms of this Agreement.

ARTICLE 25.

RULES AND REGULATIONS

Subject to law, the Employer shall have the right, from time to time, to make such reasonable rules and regulations promulgated, in writing, and distributed to the Union and to the employees, for the conduct of its business, not inconsistent with the provisions hereof, as it may deem necessary and advisable, and all employees shall be obligated to comply with such rules and regulations.

ARTICLE 26.

VALIDITY OF CONTRACT

Section 1. If any provisions of this Agreement or any application of this Agreement to any employee, member or group of employees or members is held to be invalid by operation of law, by any Court, administrative body or other tribunal of competent jurisdiction, then the parties agree to reopen negotiations with respect to the impact of such invalid provisions consistent with law; however, all other provisions and applications contained herein shall continue in full force and effect, and shall not be affected thereby.

ARTICLE 27.

SUCCESSOR CLAUSE

This Agreement shall be binding upon the parties, their assigns, successors or subsidiaries.

ARTICLE 28.

JURISDICTIONAL QUESTIONS

The Employer shall attempt to resolve any work jurisdictional disputes which may arise by meeting jointly with two (2) officials of each party in dispute. In the event a mutually satisfactory solution cannot be reached between the parties in dispute, at such meeting the Employer shall make the work assignment.

ARTICLE 29.

REDUCTION OF RACING PROGRAMS

The terms of this Agreement have been reached on the basis of an annual horse racing schedule at the Meadowlands Racetrack of approximately 282 racing dates with racing conducted 6 days/nights per week. If the annual racing schedule as described shall be substantially modified or reduced on a regular basis, the parties agree that the working conditions specified in this Agreement will be renegotiated in order to allow the Authority to operate successfully. It is agreed that such renegotiations shall be conducted within ten (10) days of any request to do so by the Authority. No change or modification to this Agreement shall occur without the express approval of both parties.

ARTICLE 30.

DURATION OF AGREEMENT

THIS AGREEMENT shall become effective on the Date of Execution hereof, and shall continue in full force and effect until its expiration date on the 30th of November 1991.

THE AGREEMENT shall be automatically renewed from year to year thereafter unless either party gives notice, in writing, to the other at least sixty (60) days prior to the expiration date of this Agreement, or the expiration date of any renewal period, of its intention to change, modify or terminate this Agreement. Where such notice is given, then the parties shall endeavor during said sixty (60) day period, or for a longer period of time, at the option of the Union to negotiate for a new Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

NEW JERSEY SPORTS & EXPOSITION AUTHORITY

BY



President

and

Chief Executive Officer

BRICKLAYERS & ALLIED CRAFTSMEN LOCAL 38

BY



Leo Duffy

Business Manager